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Camden

1984/1985

AGREEMENT BETWEEN

Gloucester Township  
THE TOWNSHIP OF GLOUCESTER

AND

COUNCIL #10, NJCSA

January 1, 1984 - December 31, 1985

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PREAMBLE

This Agreement entered into effective \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the Township of Gloucester, in the County of Camden, State of New Jersey, hereinafter referred to as the Employer, and Council #10, hereinafter referred to as the Employees, has as its purpose the promotion of harmonious relations between the Township and the Employees, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment, and represents the complete and final understanding of the rules and regulations of the Township of Gloucester.

ARTICLE 1. LEGAL REFERENCE

Nothing contained in this Agreement shall alter the authority conferred it by Law, Ordinance, Resolution, or Administrative Code, and the Township's Departmental Rules and Regulations upon any Township Official or in any way abridge or reduce such authority.

This Agreement shall be construed as requiring both the Employer and the Employee to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law. Nothing contained herein shall be construed to deny or restrict to any employee such rights as they may have under any other applicable Laws or Regulations. The rights granted to the Employees hereunder shall be deemed to be in addition to those provided elsewhere.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, however, all other provisions or applications shall continue in full force and effect.

The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Law, except as such particular provisions of this contract modify existing Local Laws.

ARTICLE 2. RECOGNITION

The Township of Gloucester hereby recognizes Council #10 as the sole

and exclusive representative of the Employees of Gloucester Township for the purpose of collective negotiations with respect to terms and conditions of employment for present employees covered in Appendix A and any new classifications as may be agreed upon.

#### ARTICLE 3. EMPLOYEE RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Township of Gloucester hereby agrees that every employee shall have the right to freely organize, join, and support Council #10 and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of Law of the State of New Jersey, the Township undertakes and agrees that it shall not directly nor indirectly discourage, deprive, nor coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours of work, wages, or any terms and conditions of employment by reason of his membership in Council #10 and its affiliates, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

Representatives of Council #10 shall be permitted time off to attend negotiating sessions, provided the efficiency of the Department is not affected thereby.

Each employee shall have the right to inspect his personnel file on reasonable notice and at reasonable times, provided a supervisor is present at the time of the inspection.

The Township agrees to notify the employee if any material discriminatory to the employee is placed in his personnel file.

The Township shall maintain a separate file on each employee containing such records as medical, psychological and psychiatric examinations, pre-employment inquiries and background investigations.

#### ARTICLE 4. CHECK OFF

The Employer agrees to deduct monthly, the Council's monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Financial Director of the Township of Gloucester by the Financial Secretary of the Council, together with a list of names of all employees for whom deductions are made. The aggregate deductions of all employees shall be remitted to the Financial Secretary of the council with a list of names of all employees for whom the deductions were made by the tenth (10) day of the succeeding month after such deductions are made. The revocation of this authorization shall be in writing, in duplicate, one to be sent to the Council and one copy to the Financial Director of the Township, and further, in accordance with the provisions of applicable statutes as presently exist or as may be amended.

#### ARTICLE 5. RULES AND REGULATIONS

A. The Township shall and may establish and enforce binding rules and regulations in connection with the operation of the Township and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies shall be furnished to the Council #10 members. It is understood that application of this Agreement shall not in any way hamper enforcement of the Departmental Rules and Regulations.

It is understood that all employees shall comply with all rules and regulations of the Department and order of directives issued by the Director of their Department or his designee, from time to time.

If any employee believes a rule, regulation, or instruction is unreasonable or unjust, the employee shall comply with the rule, regulation, or instruction, but with the further provision that such employee may regard the rules, regulation, or instruction as a grievance which shall be handled in accordance with the grievance procedures set forth in this Agreement.

## ARTICLE 6. BAN OF STRIKES

It is recognized that the need for continued and uninterrupted operation of the Township of Gloucester is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operations.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there shall not be, and that the Council #10 officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignation, mass absenteeism, or other suspension of, or interference with, normal work performance.

## ARTICLE 7. BILL OF RIGHTS

To insure that individual employee rights are not violated, the following shall represent the employee's Bill of Rights.

1. An employee shall have the right to union representation at each and every step of the grievance procedure as set forth in this Agreement.
2. An employee shall not be required to submit to an interrogation by the employer and/or representatives of said employer without union representation present at such interrogation.
3. No recording devices, of any type, shall be used at such interrogation.
4. In all disciplinary hearings and/or hearings designated for the appeal of a disciplinary action already taken, the employee shall be entitled to union representation, the Chief Shop Stewart of his designee and a union representative from the district council of which the employee is a member.
5. In all disciplinary hearings or hearings designed for the appeal of any disciplinary action the employee and/or his union representative(s) shall have the right to introduce evidence and witnesses on his behalf. Furthermore, the employee and/or his union representative(s) shall be granted the right to cross-examine any and all witnesses against him.

6. Recording devices may be used only if prior agreement by the union is reached. The union shall be given a duplicate of any and all recordings made. Cost for such shall be shared equally between the union and the employer.
7. No employee shall be intimidated, coerced, or suffer any reprisal by the employer for having exercised his rights under this Agreement.

#### ARTICLE 8. GRIEVANCE PROCEDURE

The intent of the parties to this Agreement is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or application or provisions of the agreement.

It is further understood that suspension, demotion, and discharge shall be made in accordance with Township Ordinance 0-82-16, State Statute and Civil Service. In the event such actions are sustained, the aggrieved individual shall possess all rights of appeal as an individual pursuant to Civil Service as provided by Law. Any disciplinary action, whether it results in a financial loss by suspension or fine, or not, shall be subject to the grievance procedure. If a disciplinary grievance is not settled by Step 3 of the grievance procedure, for disciplinary action only, the grievance may be submitted to a hearing officer for decision prior to invoking Step 4 (arbitration). The hearing officer shall be a disinterested third party selected by the Mayor.

##### STEP 1:

As to grievance, the aggrieved employee shall present the grievance orally or in writing to his immediate supervisor. The grievance must be presented within five (5) working days of its occurrence or knowledge of its occurrence. The supervisor will give his verbal answer or written answer within three (3) working days of the date of presentation of the grievance.

##### STEP 2:

If the grievance is not settled in Step 1, it shall be reduced to writing and presented through the chain of command as follows: Department of the Township clerk, the grievance shall be presented to the Township Clerk; Department of Administration and Department of Municipal Court, the

grievance shall be presented to the Business Administrator; Department of Community Services, Recreation, Community Development and Department of Public Works, the grievance shall be presented to their respective Department Heads; Department of Police, the grievance shall be presented to the Police Chief. The grievance shall be in detail and be dated. That level will reply to the grievance within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by an attorney, or the employee bargaining unit in presenting his grievance.

STEP 3:

If the grievance is not settled in Step 2, the written grievance shall be presented to the Mayor, within five (5) working days after the response is given. After a grievance hearing, at which the employee shall have his representative present, will reply to the grievance in writing within seven (7) days of the date of the presentation of the written grievance (Saturday, Sunday and Holidays excluded).

STEP 4:

If the grievance is not settled in Step 4, it will be submitted to an arbitrator from P.E.R.C. or the American Association of Arbitration, mutually agreeable to both parties. The cost of such arbitration will be borne by the party not upheld by the arbitrator.

- A. A grievance may be filed by Council #10 at its own instigation or at the request of any employee covered under this agreement instead of any individual employee at the sole discretion of the union.

ARTICLE 9. JOINT COUNCIL #10 - MANAGEMENT COMMITTEE

A committee consisting of a Township representative and a Council #10 representative shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings. The purpose and intent of such meetings is to foster good employment relations through communications between the Township and Council #10 on such matters as:

- A. Discussing questions arising over the interpretation and application of this agreement.
- B. Dissemination general information of interest to the parties.
- C. Giving Council #10 representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.
- D. To notify the employees in the bargaining unit of changes in non-bargainable conditions of employment contemplated by management.
- E. The promotion of education and training.
- F. The elimination of waste and the conservation of materials and supplies.
- G. The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

#### ARTICLE 10. PROMOTIONS

The Township agrees that promotions shall be made in accordance with Civil Service Rules and Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics, gender or age.

An employee who is required to work in a higher paid classification than his own shall be approved for such work and compensation as paid the current encumbent after he has performed said work for the (3) consecutive weeks, spending at least 50% of his time on the higher paid job.

The Township agrees to honor all requests for desk audit. Such desk audit shall be in accordance with Civil Service Rules and Regulations.

When an employee is promoted (so as to assume additional duties and responsibilities, or in recognition of the performance of duties beyond those required by his old title) from one class of title to another having a higher salary, then his salary shall be adjusted to increase his base salary by the value of the increment at the 1st anniversary level of his current title, and the new title which he is being promoted to. In no event shall such employee's salary be less than that which he received in his prior title.

Employees undergoing on the job training will not be considered as performing work in a higher paid classification or being promoted. Such on the job training will not exceed twelve (12) consecutive weeks. Any employee undergoing on the job training will be paid at the rate of pay of his own classification.

#### ARTICLE 11. LEAVE OF ABSENCE - WITHOUT PAY

A permanent employee holding a position in the classified service who is temporarily incapacitated to perform his duties due to either physical or mental reasons may be granted a special leave of absence, without pay, for a period not to exceed six (6) months. Said special leave may be extended for another period, not to exceed six (6) months, with the approval of the Township.

Any permanent employee desiring such special leave of absence, without pay, shall submit his request, in writing, stating the reasons why, in his opinion, the request should be granted along with the anticipated date of his return to duty.

#### ARTICLE 12. MATERNITY LEAVE

Request for maternity leave shall be made in writing, no later than the one month prior to effective date of leave.

- A. Except for reasons of health or inability to perform her job, the pregnant employee shall be permitted to work, providing the attending physician approves and so advises in writing.
- B. Such employee shall be granted earned and accumulated sick and vacation leave time during the time prior to and after the actual date of birth.
- C. Additional time, without pay, may be granted for reasons of the employee's individual health, upon presentation of a Doctor's Certificate, setting forth the necessity therefore.

#### ARTICLE 13. UNION LEAVE

The Township agrees to allow the union representative a reasonable

amount of time off from work to attend to union business, provided such time does not interfere with the anticipated work assignments.

The Township further agrees that all employees covered by this agreement shall be granted reasonable time off from work to attend group meetings of the union, such meetings shall not exceed one half ( $\frac{1}{2}$ ) hour a month, when necessary.

#### ARTICLE 14. SICK LEAVE

Sick leave means the absence from duty of an employee because of personal illness by reason for which such employee is unable to perform the usual duties of his/her position, exposure to contagious disease, or other illness or in an emergency situation where of illness to his/her immediate family (wife, husband, or children) the employee is required to remain at home to care for same, or caring for the household. Such an emergency situation shall be documented upon the request of the Director of the Department. Each employee covered by this agreement shall be granted twelve and a quarter hours sick leave each month.

- A. If an employee is absent for five (5) consecutive work days for any of the reasons as set forth above, the Township shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee was or will be absent must be stated on a Doctor's Certificate.
- B. An employee who does not expect to report for work on any working day because of personal illness for any of the reasons as set forth above, shall notify the appropriate office by telephone or personal messenger no later than 15 minutes past scheduled starting time. Failure to do so could result in a loss of pay for that period of absence.
- C. Sick leave claimed by reason of quarantine or exposure to contagious disease may be approved upon the certification of the local Health Department.
- D. Full time provisional employees of the Township shall be entitled to sick leave in the same amount and for the same reasons as provided for permanent employees.
- E. Sick leave shall be cumulative from year to year and commencing

on January 1, 1984, all members shall receive upon retirement, the sum of \$30.00 for each unused sick day up to a maximum of eighty (80) days at a computed day value of seven (7) hours. In addition to the maximum eighty (80) days accumulated after December 31, 1983, all employees that have accumulated sick time as of December 31, 1983, and not used as of their retirement date, may add these days to the maximum of eighty (80) days accumulated after January 1, 1984, and be reimbursed at the rate of \$30.00 per day. Annually for each five (5) sick days not used, of the current year, [earned sick days] the employees shall receive an additional  $\frac{1}{2}\%$  longevity pay on or about December 1st of each year.

F. Any permanent full time employee who has exhausted his accumulated sick leave, by reason of illness, as proved to the satisfaction of the Township shall be continued on the Township's Blue Cross - Blue Shield Program for a period not to exceed six (6) months.

#### ARTICLE 15. WORKMEN'S COMPENSATION

If an employee is injured or becomes ill out of and during the course of his employment, the following procedure shall be followed:

- A. The employee shall notify his or her Department Head of the work related injury or illness immediately.
- B. If the Township's Workmen's Compensation Insurance Carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall be paid his or her full pay for the first six (6) months following the date of the injury or illness and no charge shall be made to the employee's sick leave accumulation, provided the employee turns over to the Township any checks received for temporary disability benefits.
- C. After the first six (6) months from the date of the injury or illness, as defined above, the employee shall have the option to charge his or her sick leave accumulation and receive full pay, provided he turns over to the Township his Workmen's Compensation Temporary Disability Checks, or he has the option to retain his

Workmens Compensation checks and not received any additional monies from the Township, in such event there shall be no charge to the employees sick leave accumulation.

D. An employee who is injured and unable to return to work for a period less than seven (7) days shall not be charged with any sick leave or vacation time benefits because of said injury, however, a Doctor's Certificate will be required stating the nature of the injury or illness and the length of absence required for same.

#### ARTICLE 16. WORK SCHEDULES

The regularly scheduled work week shall consist of four (4) consecutive days, Monday through Thursday inclusive, 8:00 a.m. through 5:45 p.m. (35 hours per week)

In the event that there is a need for the Township to revert to a five (5) day work week, then the regularly scheduled work week shall consist of five (5) day, Monday through Friday, inclusive 8:30 a.m. through 4:30 p.m. Neither the regular starting time of work shifts, nor the work shift will changed without 2 weeks notice to the effected employees and without first having discussed such need for the changed with representative of Council "10".

#### ARTICLE 17. WAGE SCHEDULE

Effective January 1, 1984, each employee covered hereunder shall receive a salary increase of Eight Hundred and Seventy Four Dollars (\$874.00) based on their base salary as of December 31, 1983.

Effective January 1, 1985, each employee covered hereunder shall receive a salary increase of Eleven Hundred and Two dollars (\$1,102.00) based on their base salary as of December 3, 1985.

- A. The appropriate list of classified titles covered herein shall appear as Appendix A of this Agreement.
- B. The entrance level for new employees shall be in accordance with the rate of pay by job title as appears in Appendix B.

## ARTICLE 18. SAFETY AND HEALTH

The Township shall, at all times, maintain safe and healthful working conditions and will provide employees with any wearing apparel, tools, or devices reasonably necessary in order to insure their safety and health.

- A. In the case of an emergency affecting employees covered by this Agreement, as declared by the local Police Authorities, it shall be the Township's duty to notify all Department Heads, as soon as possible with respect to an appropriate course of action.

## ARTICLE 19. MILEAGE

The Township agrees to provide transportation to and from training schools as incidental to the employees position. For any schools at any area, the Township agrees to provide members covered under this agreement the daily round trip transportation in the form of a Township vehicle or payment for mileage at the rate of twenty cents (\$.20) per mile when such employee must use their own vehicle for same.

## ARTICLE 20. PRESCRIPTION PLAN

The Township agrees to provide, for all members covered hereunder a prescription plan for employees and their dependents in which the employee is responsible for payment of fifty cents (\$.50) toward the cost of the prescription, up to one hundred and fifty dollars (\$150.00) per year, per employee and their dependents.

## ARTICLE 21. EYE GLASS PLAN

The Township agrees to provide for all members covered hereunder an Eye Glass Plan for employees and their dependents up to two hundred and fifty dollars (\$250.00) per year.

- A. Such payment shall be made upon submission of a Township voucher, with receipts attached, indicating the service performed person covered and the cost of same.

## ARTICLE 22. DENTAL PLAN

The Township shall provide a Dental Plan, Closed Panel Plan, or an equal coverage plan by another insurance company or other organization providing the same dental care, for employees covered by this agreement and their dependents.

If an employee exercises their "Freedom of Choice" not to participate in the Township Plan, the employee will be reimbursed for their dental cost up to a maximum of the amount paid per employee to the provider on an annual basis for those procedures covered by the Township Plan at no charge to the Participant or up to the amount of the fee of the schedule procedures included in the Township Plan, maximum is \$132.00. / 80<sup>00</sup>

## ARTICLE 23. HOSPITALIZATION

The Township agrees to provide Blue Cross-Blue Shield, or an independent hospitalization policy containing similar benefits, as well as major medical coverage, for each employee and their dependents.

## ARTICLE 24. BEREAVEMENT LEAVE

In the event of death of a member of an employee's immediate family, the following leave of absence, with pay shall be granted.

- A. Seven (7) days off with pay shall be granted in the event of death of an employee's Mother, Father, or Parental Guardian, Spouse, Children of the employee, Brother, Sister.
- B. Five (5) days off with pay shall be granted in the event of death of an employee's Grandmother, Grandfather, Step Parents and Foster Children.
- C. Three (3) days off with pay shall be granted in the event of death of an employee's Mother-in-Law, Father-in-Law, Brother-in-Law, and Sister-in-Law.

## ARTICLE 25. COLLEGE CREDITS

Upon completion of a course of education, in a job related subject and

the presentation of a college transcript indicating the course, final passing grade, and credit hours, any employee who has pursued such advance education to advance themselves within their classification, shall be granted the sum of ten dollars (\$10.00) per credit hour, per course, on a one time basis only, effective January 1, 1983.

- A. Such payment will be made on or about December 1st, upon receipt of a fully executed Township voucher, with the documentation attached and signed by the employee.

#### ARTICLE 26. SENIORITY

Seniority is defined as an employee's total length of service with the Township of Gloucester, beginning with his original date of hire.

- A. An employee having broken service with the Township, (as distinguished from a leave of absence), shall not accrue seniority credit for the time when he was not employed by the Township.
- B. If a question arises concerning two or more employees who were hired on the same date, the following shall apply:
  1. If hired prior to the effective date of this Agreement, seniority preference amount such employees shall be determined by the order in which employees are already shown on the Township's payroll records, first name, first preference, etc.
  2. For employees hired on the same date subsequent to the date of this Agreement, preference shall be given in alphabetical order.
- C. The Township shall maintain accurate, up to date, seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the representative upon request.
- D. Except where New Jersey Civil Service statutes require otherwise, in cases of promotions, demotions, lay offs, recalls, vacation schedules, and other situations where substantial employee advantages are concerned, the employee with the greatest amount of seniority shall be given preference, provided he has the

ability to perform the work involved.

E. A list shall be maintained by the Township indicating the number of positions available. Such positions shall be posted on the Council #10 Bulletin Boards and in the appropriate offices wherein the position is available. A minimum notice of forty five (45) days before that position is permanently filled is requested, provided the employee has the ability to perform the work involved, the position should be filled from within.

#### ARTICLE 27. VACATION

Employees covered by this Agreement shall be entitled to the following annual vacation leave:

1. After six (6) months up to one year of service, one (1) working days vacation for each month of service.
2. From one (1) year up to and including the third (3) year of service, fourteen (14) working days vacation.
3. From the Fourth (4) year up to and including the ninth (9) year of service, seventeen (17) working days vacation.
4. From the tenth (10) year up to and including the fourteenth (14) year of service, twenty four (24) working days vacation.
5. From the fifteenth (15) year of service through retirement, thirty (30) working days vacation.

A. Where in any calendar year the vacation leave or any part thereof is not used, such vacation period shall accumulate and any unused vacation time, resulting from the pressure of work as determined by the Department Head, may be carried forward into the next succeeding year only, and must be taken in the next succeeding year. However, if in the second year, due to the pressure of work as determined by the Department Head, the employee still has accumulated vacation time that will be lost, the employee has the right to sell that time only.

B. Vacation time cannot be used for sick time without the express written consent of the employee.

C. It is understood that each employee shall have fully earned their

vacation as of the first of the year, however, if the employees leaves the service of the Township, their earned vacation time unused will be prorated for the time period worked in that year, and paid to the employee in their last paycheck, provided they have given a proper notice of intention to resign or are laid off.

D. For the purpose of computing vacation time earned on terms of hours a working day is defined as 7 hours. If the working schedule is more or less than seven (7) hours earned, vacation time will be charged the actual hours absent from work (a 8 3/4 work schedule day is 1½ vacation day).

#### ARTICLE 28. HOLIDAYS

The following thirteen (13) days shall be observed as normal Holidays during the years of this Agreement: New Years Day, Martin Luther King's Birthday, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

A. Holidays which fall on a Saturday shall be celebrated on the preceding work day. Holidays which fall on a Sunday shall be celebrated on the succeeding work day. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option, either immediately before or immediately after his vacation period.

B. When the Township, Governor of New Jersey or President of the United States, declares a day off, in addition to those set forth above, any employee who is required to work on such day shall be granted an additional day off at a later date, mutually agreed upon by the Employee and the Department Head so as not to interfere with the daily operation of the Department. On the Monday through Thursday (4 day) work schedule all holidays that fall on Friday or Saturdays will be celebrated at the employee's option and approved by their Department Manager within 60 days of the calendar holiday.

ARTICLE 29. PERSONAL DAYS

All full time permanent employees shall be granted three (3) Personal Days each year, one for every four months of service, pro-rated for new employees.

*More Time*

- A. Personal Leave Days shall be approved when said leave is necessary to fulfill legal or other important personal responsibilities which cannot possibly be scheduled after working hours or on days regularly scheduled off.
- B. Personal Leave Days will not be approved for recreational purposes, extending vacations, transporting children to and from college, accompanying spouse on business or vacation trips, supplementing income from a second job, or for frivolous activities.
- C. Personal Leave Days shall not be approved on the day before or the day immediately after vacation periods, unless prior consent has been granted by the Department Head.
- D. Employees may not accrue Personal Days.

*Emergency leave!*

ARTICLE 30. LONGEVITY

Longevity pay will be granted annually, on or about December 1st of each year, in a separate check, to all classified employees with three (3) or more years of full time service with the Township, as per following schedule:

Commencing with the third (3) year through the fifth (5) year inclusive, - 3% of annual salary.

Commencing with the sixth (6) year through the ninth (9) year inclusive, - 5% of annual salary.

Commencing with the tenth (10) year through the fourteenth (14) year inclusive, - 7% of annual salary.

Commencing with the (15) year through the nineteenth (19) year inclusive, - 9% of annual salary.

Commencing with the twentieth (20) year through retirement, - 11% of annual salary.

A. In computing Longevity Pay, the effective date shall be the anniversary date. If an employee leaves the service of the Township prior to the December 1st payment date for longevity, his longevity will be pro-rated for the current year and paid at the time of separation.

#### ARTICLE 31. AGENCY SHOP

A. The Employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deduction shall commence for each employee who elects not to become a member of the union during the month following written notice from the union of the amount of the fair share assessment. A copy of the written notice of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits finance through the dues and available only to members of the Union, but in no event shall the fee exceed eighty five percent (85%) of the regular membership dues, fees, and assessments.

D. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that it is necessary for the union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the employer.

E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way

involve the Employer or require the employer to take any action other than hold the fee in escrow pending resolution of the appeal.

F. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Employer, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

#### ARTICLE 32. MANAGEMENT RIGHTS

The Township of Gloucester hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States, including, but not without limiting the generality of the foregoing, the following rights:

1. The executive management administrative control of the Township Government and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means of the most appropriate manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
3. The right of management to make, maintain, and name such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department, after advance notice to the employees, to required compliance by the employees, is recognized.
4. To hire all employees and subject to the provisions of Law, to

determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to Law.
6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or non-productive.
7. The Township reserves, the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments.

In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules regulations and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

#### ARTICLE 33. OVERTIME - CALL IN TIME

Overtime refers to any time worked beyond the regular hours of duty and is granted only when an employee is ordered to work by a supervisor.

- A. Time and one half the employee's regular rate of pay shall be paid for work under any of the following conditions:
  1. All work performed in excess of the employee's regular hours of duty in any one day.
  2. All work performed in excess of the employee's regular hours of duty in any one week.
  3. All work performed on Saturday, provided the employee has satisfied the thirty-five (35) hour work week requirement.

All time paid is considered hours worked.

- B. Double time the employees regular hourly rate of pay shall be paid for work under any of the following conditions:
  - 1. All work performed on Sunday, provided the employee has satisfied the thirty-five (35) hour work week requirement.  
All time paid for is considered time worked.
  - 2. All time worked on a Holiday in addition to the Holiday pay.
- C. Overtime work shall be distributed as equally as possible among employees within the same classification within the Department and who have been given a reasonable notice (2 hours) that overtime will be worked, except in cases of emergency.
- D. Overtime shall be paid currently or at least no later than the second pay period after overtime was worked.
- E. Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one half for such work and be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked.
- F. Overtime outside of the Department shall be distributed as equally as possible providing the employee is qualified to perform said duties and shall be done using the rotating and seniority list as a basis.

#### ARTICLE 34. LAY OFF OR DISCHARGE

- A. If an employee is laid-off, he is to be paid for any earned, accumulated vacation time pro-rated for the current year in addition to the following schedule:
  - One (1) to Five (5) years of service - One (1) weeks severance pay.
  - Six (6) to Ten (10) years of service - Two (2) weeks severance pay.
  - Eleven (11) to Fifteen (15) years of service - (Three (3) weeks severance pay.
  - Sixteen (16) or more years of service - Four (4) weeks severance pay.
- B. If an employee is discharged for cause, the Township shall

determine whether or not he shall be paid for any earned, accumulated vacation time depending upon the circumstanccea of his dismissal.

#### ARTICLE 35. RESIGNATION

- A. If an employee gives two (2) weeks notice when he intends to resign, he shall be paid for any accrued vacation time, pro-rated for the current year. Longevity pro-rated for the current year if applicable.
- B. If the employee does not give the proper two (2) weeks notice of his intention to resign, the Township shall determine whether or not he is to be paid for same.

#### ARTICLE 36. TERMINATION

##### Section 1.

This Agreement shall be effective as of the 1st day of January 1984 and shall remain in full force and effect until the 31st day of December 1985. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred fifty (150) days prior to the anniversary date, that it desires to modify the Agreement. In the event such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall remain in force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

##### Section 2.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which shall not be before the anniversary date set forth in the preceding paragraph.

##### Section 3.

Any changes, modifications, or amendments of any one part of this

contract shall not cause a change, modification or amendment in any other part unless expressly so stated, and this Agreement shall continue in full force and effect. This writing contains the entire Agreement between the parties and shall not be changed, enlarged, diminished, or modified in any way without express written approval of both parties.

Section 4.

Upon proper notice as stated in Article 36, Section 1, the parties to this Agreement will enter into negotiations for the purpose of changing or modifying this Agreement. In the event that an impasse is reached during those negotiations, either party shall have the right to submit the dispute to mediation. The dispute shall be submitted to mediation pursuant to the rules and regulations of the Public Employees Relations Commission.

FOR COUNCIL 10

William J. James Pres.  
Joe T. Taylor, Esq.  
David Polniak - V.P.  
Penny Marturis  
Rosemarie P. Karpf  
Margaret M. Martin  
Bruce Tycard

FOR MANAGEMENT

Paul A. Miller  
Joe J. McRuffy  
James Tyndall  
Rosemarie DiPietro  
Acting City Clerk

1985 agreement

Gloucester, Mass.

## APPENDIX A

Clerk  
Senior Clerk  
Community Relations Aide  
Senior Community Relations Aide  
Police Records Clerk  
Senior Police Records Clerk  
Assessing Clerk  
Senior Assessing Clerk  
Assessing Clerk Typing  
Senior Assessing Clerk Typing  
Account Clerk  
Senior Account Clerk  
Account Clerk (Typing)  
Senior Account Clerk (Typing)  
Docketing Clerk  
Senior Docketing Clerk  
Docketing Clerk (Typing)  
Senior Docketing Clerk (Typing)  
Recreation Aide  
Senior Recreation Aide  
Clerk Bookkeeper  
Senior Clerk Bookkeeper  
Clerk Stenographer  
Senior Clerk Stenographer  
Clerk Typist  
Senior Clerk Typist  
Police Records Clerk Typing  
Senior Police Records Clerk Typing  
Tax Clerk  
Senior Tax Clerk  
Principle Tax Clerk  
Data Entry Control Clerk  
Senior Data Entry Control Clerk  
Computer Operator  
Senior Computer Operator  
Administrative Secretary  
Senior Administrative Secretary  
Assistant Municipal Clerk  
Assistant Assessor  
Deputy Municipal Court Clerk  
Payroll Supervisor & Personnel Clerk  
Zoning Officer  
Municipal Court Clerk  
Telephone Operator  
Senior Telephone Operator  
Welfare Interviewer  
Senior Welfare Interviewer  
Administrative Assistant  
Violation Clerk  
Deputy Violation Clerk  
Secretary Assistant Typing

APPENDIX B

TITLE	STARTING	6 MONTHS	1st ANNIVERSARY
Clerk.....	8,100.00	8,775.00	9,450.00
Senior Clerk.....	8,600.00	9,275.00	9,950.00
Community Relations Aide.....	8,100.00	8,775.00	9,450.00
Sr. Community Relations Aide.	8,600.00	9,275.00	9,950.00
Police Records Clerk.....	8,300.00	8,975.00	9,650.00
Senior Police Records Clerk..	8,800.00	9,475.00	10,150.00
Assessing Clerk.....	8,300.00	8,975.00	9,650.00
Senior Assessing Clerk.....	8,800.00	9,475.00	10,150.00
Assessing Clerk Typing.....	8,500.00	9,175.00	9,850.00
Sr. Assessing Clerk Typing...	9,000.00	9,675.00	10,350.00
Account Clerk.....	8,300.00	8,975.00	9,650.00
Senior Account Clerk.....	8,800.00	9,475.00	10,150.00
Account Clerk Typing.....	8,500.00	9,175.00	9,850.00
Senior Account Clerk Typing..	9,000.00	9,675.00	10,350.00
Docketing Clerk.....	8,300.00	8,975.00	9,650.00
Senior Docketing Clerk.....	8,800.00	9,675.00	10,350.00
Docketing Clerk Typing.....	8,500.00	9,175.00	9,850.00
Sr. Docketing Clerk Typing...	9,000.00	9,475.00	10,150.00
Recreation Aide.....	8,300.00	8,975.00	9,650.00
Sr. Recreation Aide.....	8,800.00	9,475.00	10,150.00
Clerk Bookkeeper.....	8,800.00	9,475.00	10,150.00
Sr. Clerk Bookkeeper.....	9,300.00	9,975.00	10,650.00
Clerk Stenographer.....	9,300.00	9,975.00	10,650.00
Sr. Clerk Stenographer.....	9,800.00	10,475.00	11,150.00
Clerk Typist.....	8,800.00	9,475.00	10,150.00
Sr. Clerk Typist.....	9,300.00	9,975.00	10,650.00
Police Records Clerk Typing..	8,800.00	9,475.00	10,150.00
Sr. Police Record Clk. Typ...	9,300.00	9,975.00	10,650.00
Tax Clerk.....	8,500.00	9,175.00	9,850.00
Senior Tax Clerk.....	9,000.00	9,675.00	10,350.00
Principle Tax Clerk.....	9,500.00	10,175.00	10,850.00
Data Entry Control Clerk....	8,800.00	9,475.00	10,150.00
Sr. Data Entry Control Clerk.	9,300.00	9,975.00	10,650.00
Computer Operator.....	9,800.00	10,475.00	11,150.00
Senior Computer Operator....	10,300.00	10,975.00	11,650.00
Administrative Secretary....	9,200.00	9,875.00	10,550.00
Sr. Administrative Secretary.	9,700.00	10,375.00	11,050.00
Assistant Municipal Clerk....	9,800.00	10,475.00	11,150.00
Asaistant Asseasor.....	10,500.00	11,175.00	11,850.00
Dep. Municipal Court Clerk...	10,000.00	10,675.00	11,350.00
Payroll Superv. & Pers. Clk..	10,500.00	11,175.00	11,850.00
Zoning Officer.....	10,500.00	11,175.00	11,850.00
Municipal Court Clerk.....	10,500.00	11,175.00	11,850.00
Telephone Operator.....	8,500.00	9,175.00	9,850.00
Sr. Telephone Operator.....	9,000.00	9,675.00	10,350.00
Welfare Interviewer.....	8,800.00	9,475.00	10,150.00
Sr. Welfare Interviewer.....	9,300.00	9,975.00	10,650.00
Administrative Assistant....	10,500.00	11,175.00	10,850.00
Violation Clerk.....	10,000.00	10,675.00	11,350.00
Dep. Violations Clerk.....	9,500.00	10,175.00	10,850.00
Secretary Assistant Typing...	8,800.00	9,475.00	10,150.00